

**FILED**

JUL 25 2014

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO.

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	NO. S 4:13CR512 ERW
vs.	)	
	)	
JEFFREY WITT,	)	
	)	
Defendant.	)	

**SUPERSEDING INFORMATION**

**THE UNITED STATES ATTORNEY CHARGES:**

**COUNT 1**

**BANK FRAUD**

A. **INTRODUCTION**

At all times relevant to the Superseding Information:

1. Bremen Bank and Trust Company (hereinafter referred to as "Bremen") was a financial institution with its deposits insured by the Federal Deposit Insurance Corporation, with several branch locations in the St. Louis, Missouri area.

2. The defendant, **JEFFREY WITT**, was an attorney and sole practitioner with an office located at 4119 Old Highway 94 in St. Charles, Missouri.

3. P. W. owned and lived in a home on Viewroyal Drive in the St. Louis, Missouri area. P. W.'s home was held in a legal trust in P. W.'s name, and P. W. was the sole Trustee of that trust.

4. M. M. was a female client of defendant, **JEFFREY WITT**.

B. SCHEME TO DEFRAUD

5. Beginning on or about September 1, 2013, and continuing through September 30, 2013, both dates being approximate and inclusive, in the Eastern District of Missouri and elsewhere, defendant,

**JEFFREY WITT,**

devised, intended to devise, and knowingly participated in a scheme to defraud and obtain money, funds, assets, and other property owned by or under the custody or control of Bremen Bank and Trust Company, by means of materially false and fraudulent pretenses, representations, and promises.

6. It was a part of the scheme that defendant **JEFFREY WITT** submitted a loan application in the name of P. W. to Bremen in order to obtain a \$100,000 line of credit loan secured by a second deed of trust on P. W.'s Viewroyal Drive home. P. W. had no knowledge defendant **JEFFREY WITT** had submitted this loan application in her name, and had not authorized defendant to submit the loan application.

7. It was a further part of the scheme that on or about September 20, 2013, defendant **JEFFREY WITT** appeared at Bremen in order to participate in the closing on the \$100,000 line of credit loan application in P. W.'s name. Defendant **JEFFREY WITT** was accompanied to the loan closing at Bremen by M. M. who, at defendant **JEFFREY WITT**'s direction, pretended to be and impersonated P. W. Defendant **JEFFREY WITT** had provided M. M. with a Missouri driver's license in P. W.'s name which M. M. used for the purpose of identifying herself as P. W. to the Bremen loan officer. Defendant **JEFFREY WITT** also provided Bremen with the date of birth and Social Security number of P. W. P. W. had no

knowledge of the loan closing, and had not authorized M. M. to impersonate her at the loan closing.

8. It was a further part of the scheme that defendant **JEFFREY WITT** submitted a false and forged trust agreement to Bremen falsely representing that defendant **JEFFREY WITT** was a co-trustee on P. W.'s trust which held the home on Viewroyal Drive.

9. It was a further part of the scheme that, at defendant **JEFFREY WITT's** direction, M. M. executed and forged the signature of P. W. on one and more documents in support of the \$100,000 line of credit loan, including but not limited to: 1) a Promissory Note in the amount of \$100,000 in P. W.'s name; 2) a Disbursement Request in P. W.'s name requesting the immediate disbursement of \$60,000; 3) and a Deed of Trust securing the Viewroyal Drive home as collateral for the loan, which Bremen duly recorded with the St. Louis County Recorder of Deeds. P. W. had no knowledge that M. M. had forged her signature on these loan documents at defendant **JEFFREY WITT's** direction, and had not authorized the signatures. Bremen relied upon these false representations and forged documents in determining to make and issue the line of credit loan in the name of P. W.

10. It was a further part of the scheme that, after closing the loan, Bremen issued a portion of the loan proceeds in the form of a \$60,000 Treasurer's Check in the name of P. W., which check was provided by Bremen to defendant **JEFFREY WITT** and M. M. at defendant **JEFFREY WITT's** request. At defendant **JEFFREY WITT's** direction, M. M. endorsed and forged P. W.'s signature on this Treasurer's Check which was subsequently deposited by defendant **JEFFREY WITT** into his own law firm bank account at PNC Bank. Defendant **JEFFREY WITT** used these moneys for his own personal use without the knowledge or authority of P. W.

11. Subsequent to the loan closing, P. W. learned of defendant **JEFFREY WITT's** actions in taking out the loan secured by her home and P. W. confronted defendant. As a further part of the scheme, and in order to conceal the scheme, defendant **JEFFREY WITT** falsely represented to P. W. that he had caused Bremen to rescind and cancel the loan, and that Bremen had released the Deed of Trust which had secured the loan with P. W.'s home. Defendant **JEFFREY WITT** created a letter on fake Bremen letterhead and forged the signature of a Bremen Vice President to the fake letter which purported to rescind and cancel the loan he had obtained in P. W.'s name, and defendant **JEFFREY WITT** created and forged a fake "Deed of Release" which purportedly released the Deed of Trust on P. W.'s home securing the loan. Defendant **JEFFREY WITT** provided these fake and forged documents to P. W. in order to further and conceal his scheme.

All in violation of Title 18, United States Code, Sections 1344 and 2.

## **COUNT 2**

### **AGGRAVATED IDENTITY THEFT**

On or about September 20, 2013, in the Eastern District of Missouri, the defendant,

**JEFFREY WITT,**

did knowingly possess, transfer, and use, without lawful authority, a means of identification of another person, to wit, the name, Social Security number, Missouri driver's license number, and date of birth of P. W., during and in relation to the commission of the felony offense of bank

fraud, in violation of Title 18, United States Code, Section 1344.

In violation of Title 18, United States Code, Sections 1028A and 2.

**COUNT 3**

**MAIL FRAUD**

**A. INTRODUCTION**

At all times relevant to the Superseding Information:

1. The defendant, **JEFFREY WITT**, was an attorney and sole practitioner with an office located at 4119 Old Highway 94 in St. Charles, Missouri. The defendant, **JEFFREY WITT**, represented various clients in both civil and criminal legal matters and cases.

**B. SCHEME TO DEFRAUD**

2. Beginning in or about January, 2011 and continuing through in or about October, 2013, both dates being approximate and inclusive, in the Eastern District of Missouri and elsewhere, defendant,

**JEFFREY WITT,**

devised, intended to devise, and knowingly participated in a scheme to defraud and obtain money from several of his legal clients by means of materially false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that defendant **JEFFREY WITT** would enter into settlement discussions on behalf of one and more of his legal clients. As a further part of the scheme, on one and more occasions defendant **JEFFREY WITT**, without the knowledge of his

legal clients, settled their legal cases and accepted settlement checks on their behalf.

4. It was a further part of the scheme that defendant **JEFFREY WITT**, on one and more occasions, caused his clients' signatures and endorsements to be forged on their settlement checks. Defendant **JEFFREY WITT** deposited those clients' settlement checks into his law firm bank account and spent those funds on his own personal expenses and business expenses unrelated to those clients without the knowledge of those legal clients. Further, and in order to conceal his scheme, on one and more occasions defendant **JEFFREY WITT** falsely represented to one and more of his clients that he had not settled their cases or received settlement checks when, in fact, he had.

C. THE MAILING

5. On or about July 3, 2013, within the Eastern District of Missouri and elsewhere, the defendant,


**JEFFREY WITT,**

for the purpose of executing and attempting to execute the above-described scheme to defraud, and to obtain money and in attempting to do so, knowingly caused to be delivered by the United States Postal Service, according to the directions thereon, a settlement check from State Farm

Mutual Automobile Insurance Company in the amount of \$19,000 and made payable to defendant and his client, M.Q., said settlement check being mailed from Tampa, Florida to St. Peters, Missouri.

In violation of Title 18, United States Code, Section 1341.

RICHARD G. CALLAHAN  
United States Attorney

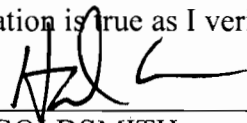


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HAL GOLDSMITH, 62501  
Assistant United States Attorney

UNITED STATES OF AMERICA       )  
EASTERN DIVISION                )  
EASTERN DISTRICT OF MISSOURI   )

I, Hal Goldsmith, Assistant United States Attorney for the Eastern District of Missouri,  
being duly sworn, do say that the foregoing information is true as I verily believe.

  
\_\_\_\_\_  
HAL GOLDSMITH

Subscribed and sworn to before me this 22 day of July 2014.

  
\_\_\_\_\_  
CLERK, U.S. DISTRICT COURT

By: 